



May 8, 2018

# The State of Nebraska

## Response to Request for Proposal Commercial Card Services – Solicitation# RFP 5791 Z1

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In addition to the Rebate Proposal template included in the RFP, please see below for additional terms and conditions that Citi would like to include as part of our rebate offer.

\$4,000,000.00 to \$4,999,999.99	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
\$5,000,000.00 to \$5,999,999.99	1.36%	1.36%	1.36%	1.36%	1.36%	1.36%	1.36%
\$6,000,000.00 to \$6,999,999.99	1.46%	1.46%	1.46%	1.46%	1.46%	1.46%	1.46%
\$7,000,000.00 to \$7,999,999.99	1.49%	1.49%	1.49%	1.49%	1.49%	1.49%	1.49%
\$8,000,000.00 to \$8,999,999.99	1.52%	1.52%	1.52%	1.52%	1.52%	1.52%	1.52%
\$9,000,000.00 to \$9,999,999.99	1.52%	1.52%	1.52%	1.52%	1.52%	1.52%	1.52%
\$10,000,000.00 to \$10,999,999.99	1.55%	1.55%	1.55%	1.55%	1.55%	1.55%	1.55%
\$11,000,000.00 to \$11,999,999.99	1.58%	1.58%	1.58%	1.58%	1.58%	1.58%	1.58%
\$12,000,000.00 to \$12,999,999.99	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%	1.61%
\$13,000,000.00 to \$13,999,999.99	1.64%	1.64%	1.64%	1.64%	1.64%	1.64%	1.64%
\$14,000,000.00 to \$14,999,999.99	1.64%	1.64%	1.64%	1.64%	1.64%	1.64%	1.64%
\$15,000,000.00 and over	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%

\*Exceptions: Notwithstanding the numbers set forth in this column, the rebate (bps) for transactions associated with (a) reduced large ticket interchange that are counted towards Qualified Annual Spend Volume are **50 basis points**, and (b) negotiated merchant interchange that are counted towards Qualified Annual Spend Volume are **25 bps**.

**E. Early Payment Incentive:** The Bank will add **0.5** basis point to the applicable rebate bps set forth in the table above for every day early (prior to the Extended Payment Date) that Company remits payment for Qualified Annual Spend Volume. For the avoidance of doubt, the foregoing provision does not apply to reduced large ticket interchange, nor to negotiated merchant interchange transactions.

- For centrally billed programs, payment timeliness is calculated for each cycle by measuring the number of days in between the statement cycle date and the payment posting date.
- For individually billed programs, payment timeliness is calculated for each cycle by measuring the average days to pay across accounts, which is a ratio of total outstanding balances of all individually billed accounts to qualified spend.

**F. Liability, Payment Structure and Network:**

- This Citibank Corporate Card Program is **corporate** liability with **central** bill and **central** payment Corporate Card accounts will be setup on the MasterCard network.
- This Citibank Purchase Card Program is **corporate** liability with **central** bill and **central** payment. Purchase Card accounts will be setup on the MasterCard network.
- This Citibank ePayables Program **VCA Only** is **corporate** liability with **central** bill and **central** payment. ePayables accounts will be setup on the MasterCard network.

**G. Assumptions and Pricing Changes:**

- The Bank may adjust pricing if certain assumptions made by it including, but not limited to, Qualified Annual Spend Volume, average card spend and minimum number of active cards prove to be inaccurate or vary significantly.
- In particular, the following assumptions have been made by the Bank: Qualified Annual Spend Volume of at least: **\$94,000,000**
- The Bank reserves the right to adjust pricing due to fluctuations in interchange rates, significant changes in interest rates or if market disruption affects the Bank's ability to raise funds in the market, or if laws or regulations in any jurisdiction (or their interpretation thereof) should change, and such change has an adverse effect on either the income or the costs of the Bank. In such cases, the Bank shall be entitled to vary the pricing to the extent necessary to put the Bank into the same position as before.



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## UNITED STATES OF AMERICA

### Schedule C PRICING TERMS

This Schedule outlines the pricing structure for **the State of Nebraska**, and is subject to the conditions and assumptions detailed below

**Corporate Card Initial Spending Limit:** \$ \_\_\_\_\_ (subject to change by the Bank)

**Purchase Card Initial Spending Limit:** \$ \_\_\_\_\_ (subject to change by the Bank)

**ePayables Initial Spending Limit:** \$ \_\_\_\_\_ (subject to change by the Bank)

#### A. Fees and Charges:

1. Annual Fee	Waived
2. Cash Advance / ATM	Waived
3. Late Payment Charge	For any amounts due under a billing statement for which payment is not received by the applicable Extended Payment Date, a Late Charge of 2.5% of the aggregate amount for which payment has not been received by such Extended Payment Date shall be charged
4. Foreign Transaction Fee	For transactions made with a foreign merchant in a foreign currency or the account billing currency, fees established by the Card Association and levied to Citi will be passed on, plus a fee of 1.5%.
5. Return Payment Fee	\$10
6. Implementation and Training	Implementation and training for a single site included, after which travel expenses will be billed at cost or a flat fee will be charged as mutually agreed
7. File Integration and Reporting	No charge for standard file to central data point or Citi's standard online reporting system
8. Custom File Development and Integration	As requested, cost and timeline will be scoped and, if agreed, invoiced to Company. Custom integration includes but is not limited to AS2, SWIFTNet, and web-service API's
9. Custom Card Design	As requested, cost and timeline will be scoped and, if agreed, invoiced to Company per occurrence
10. Central Travel Account / Travel Agency Data	If the Company requires an enhanced data feed from their Travel Management Company (TMC) with matching and reconciliation, fees may apply per TMC. To be scoped and mutually agreed
11. Card Special Handling	\$25 per request for expediting a card via courier to the cardholder or a company location
12. Convenience Checks	\$5.00 plus 1.5% of transaction
13. Convenience Checks Stop Payment	\$20 per stop request



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14. Statements	Via CitiManager – no cost; via paper - \$1.00/account/month
15. Telephone Payment	\$14.95 per request
16. Statement and Receipt Copies	\$2.00/copy. Up to 12 at no charge
17. Supplier Enablement	Waived. If the relevant Card Program is terminated prior to completion of the agreed term, the Company will be charged \$150 per supplier enrolled by Citi.
18. Additional Customization	After completion of the implementation according to the agreed Implementation Statement of Work document, any program changes to the agreed parameters, including but not limited to program hierarchy changes, system set-up and reissuance of cards, may be subject to additional charges.

**B. Pricing Term:** The pricing for this Agreement shall be effective for **five (5)** years from May 8, 2018 ("Pricing Effective Date") or for the term of this Agreement, whichever time is shorter.

**C. Payment Due Date:** For all amounts due under a billing statement, payment is due in full on the date that is **25** calendar days from the statement closing date of the billing statement on which such amounts first appeared.

**D. Rebates**

- A "Rebate Period" is the period of twelve (12) consecutive monthly billing cycles after the contract anniversary. Rebates will be payable retrospectively on a quarterly basis within 150 days after the Payment Due Date of the last cycle in the Rebate Period.
- "Extended Payment Date" means for any amount due under a billing statement, the Extended Payment Date for such amount is the date that is **30** calendar days after the statement closing date of the billing statement on which such amount first appeared.
- Qualified Annual Spend Volume is the total spend on the Accounts during the Rebate Period, excluding all payments received after the applicable Extended Payment Date, cash advances, returns, credits, convenience checks and unauthorized use of Cards or Accounts during the Rebate Period.
- For the avoidance of doubt, any payments received after the Extended Payment Date are not eligible for rebate.
- Termination Event: Solely for purposes of the Termination Event under clause (b) of Section 10 (Termination Events) of Schedule A of this Agreement, the term "Payment Due Date" shall be replaced by the term "Extended Payment Date".
- The following will be deducted by the Bank from any rebates before payment: (i) any outstanding balances that are 180 days past its Payment Due Date, with associated fees; and (ii) Upon a Termination Event or termination of this agreement (whichever is earlier), all monies due from the Company to the Bank under this Agreement and/or under any other card program between the Bank and Company or any of Company's Affiliates.
- The Company shall be eligible for rebates according to the rebate parameters set forth below.